

# 50201

**VOLUNTARY AGREEMENT**

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 10<sup>th</sup> day of September, 2002, by and between Logan Circle Spectrum, LLC T/A Vibe ("Applicant") AND Advisory Neighborhood Commission 2F ("ANC2F"), the Logan Circle Community Association ("LCCA"), and the Rhode Island West Neighborhood Association ("RI West") (jointly "the Community").

## WITNESSETH

WHEREAS, Applicant has applied for a retailers license Class CT for the premises at 1435B P Street, N.W., Washington, D.C.;

WHEREAS, the Community, is considering support of Applicant's license; and

WHEREAS, the partners have agreed to enter into this Agreement to the Community to request the Alcoholic Beverage Control Board ("ABC Board") to approve the Applicant's license application conditioned upon Applicant's compliance with the terms of this written Agreement.

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of Business. The Applicant will manage and operate an upscale and stylish sit-down cocktail lounge in a comfortable plush environment with a high emphasis on service for an occupancy of no more than 80 patrons, as noted below. The Applicant will provide seating for at least 60 patrons. Any change from this model shall be considered by all

parties to be a substantial change in operation of great concern to residents and require approval by the ABC Board.

3. Parking. The Applicant fully recognizes the importance of parking not only for its success, convenience for its patrons but also the level of its importance to the Community. As such, the Applicant shall maintain parking for the establishment at the minimum ratio of one (1) parking space for every three (3) patrons based on the maximum occupancy of the establishment provided in paragraph 10 (27 spaces). The Applicant has an agreement with the Washington Plaza Hotel for such an allocation on a nightly basis. Patrons who present their Washington Plaza Hotel parking ticket will receive a validation stamp that will provide them free parking for a period of time, which will be not less than two (2) hours. Patrons will not be required to make a purchase to qualify for a validation stamp. The Applicant shall have a sign posted at the front entrance to the establishment providing specific directions to the off-site parking, and noting that it is free to park.

The Applicant has not limited its search for convenient and available parking in the immediate vicinity of the establishment to that of the Washington Plaza Hotel. The Applicant is also pursuing other parking possibilities, including valet parking on weekends. These parking possibilities can be utilized collectively or independently depending on the night of the week and the demand for parking. This agreement is not final until parking contract(s) have been concluded and are attached to this document. The free parking requirement shall be a condition of this license. This Applicant and the Community will reevaluate the parking in one (1) year from the date of the execution of this agreement to negotiate in good faith the need for additional free parking or valet parking service on weekends.

4. Noise and Privacy. Applicant shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibrations from the establishment are not audible from within the adjacent residential properties. Applicant will also take all necessary steps to ensure that the music, noise, and vibrations are not disruptive to the adjacent residential property owners' reasonable use of outdoor areas of their property. Should any sound, noise, or music be heard in any premises other than the licensed establishment, Applicant will take immediate remedial action. The windows, located at the front of the building and facing Fresh Fields supermarket, will remain closed during the hours of operation. The building does not have any common walls with any residential property and there are no openings other than the front of the building. If necessary, Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry and exit doors.

5. Public Space and Trash. Applicant agrees to obtain a dumpster to be placed in the rear of the building and to contract with a commercial trash hauler for pickup at least twice per week. Applicant agrees to maintain such dumpster in a locked and completely closed position. Applicant shall require its trash and recycling contractors to pick up trash and materials after 9:00 a.m. Applicant will also police the immediate alley and sidewalk (up to and including the curb) twice daily for refuse and other materials and maintain a clean presence in these areas. Applicant will not install exterior public pay telephones.

6. Dancing, Music and Entertainment. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant shall not have live music or entertainment. Applicant may regularly employ a DJ; however, Applicant agrees not to use the establishment for special DJ promotions and/or fundraising events for third parties,

including, but not limited to, non-profit organizations. Such use shall be deemed to be a major change in operations, requiring approval by the ABC Board.

7. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the dumpster area by providing outside traps and baiting. At the present time, the intended pest control company shall be Conquest pest control. Applicant shall provide proof of its rat and vermin control contract upon request of the Community.

8. Security. Applicant shall post one employee to control unruly patrons, whether inside or in the immediate outside area. Further, this employee, aided by signage at the entrance, will instruct patrons that they are within a residential neighborhood and ask them upon leaving to leave quietly.

9. Hours of Operation. The Applicant's hours of operation shall be as follows:

Sunday – Thursday 5:00 p.m. to 1:45 a.m.

Friday – Saturday 5:00 p.m. to 2:45 a.m.

10. Square Footage and Occupancy. The square footage of the establishment is 20 feet by 60 feet for a total of 1200 square feet. The currently applied for maximum occupancy of the establishment is 80 persons. Applicant shall post the certificate of occupancy in a prominent location in the entryway. Applicant may not expand its occupancy without amendment of this Agreement.

11. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is strongly encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, N.W., Washington, D.C. 20005, and LCCA Meetings, which occur on the second Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel.

Applicant, upon notice from the ANC, LCCA, or RI West shall send a representative of the establishment to a meeting(s) of the respective organization to discuss and find reasonable ways to resolve any problems associated with its operations.

12. License Ownership. Applicant agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board. Applicant agrees to notify any prospective transferee, assignee or contractee of the existence of this Agreement and to provide them with a copy.

13. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

14. Notices. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant, which has not been corrected after such thirty (30) days' notice, shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing.

Notice is to be given as follows:

1. If to Applicant, to:

John Guggenmos  
1401 Rhode Island Avenue  
Suite 100  
Washington, D.C. 20005  
With a copy to:

Babak Movahedi, Esq.  
1701 Q Street, N.W.  
Washington, D.C. 20009

2. If to ANC2F, to:

Advisory Neighborhood Commission 2F  
P.O. Box 9348 – Mid-City Station  
Washington, D.C. 20005

3. If to LCCA, to:

Logan Circle Community Association  
Attn: President  
Mid City Station – P.O. Box 12007  
Washington, D.C. 20005

4. If to RI West, to:

Timothy Hillard  
1317 Rhode Island Avenue. NW  
Washington, D.C. 20005

Applicant may change the notice address listed above by written notice to the other signatories at the addresses listed above. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

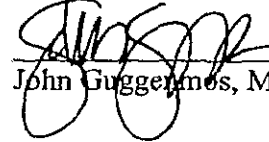
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

WITNESS:

APPLICANT:

Logan Circle Spectrum, LLC T/A Vibe


By:

 Logan Circle Spectrum LLC  
John Guggermos, Managing member

THE COMMUNITY:

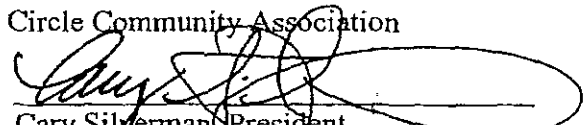
Advisory Neighborhood Commission 2F

By:

  
Helen M. Kramer, Vice Chair


Logan Circle Community Association

By:

  
Cary Silverman, President

Rhode Island West Neighborhood Association

By:

  
Timothy Hillard, President

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Logan Circle Spectrum, LLC  
t/a VIBE

Application for a Retailer's Class  
CT License (renewal)  
at premises  
1435-B P Street, N.W.  
Washington, D.C.

Case no. 50201-03/004P  
2002-261

Helen Kramer, Chair, on behalf of Advisory Neighborhood Commission 2F, Protestant

Stephen J. O'Brien, Esquire, on behalf of the Applicant

**BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppen-Weiner, Esquire, Member  
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION  
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on November 6, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Helen Kramer, Chair, on behalf of the Advisory Neighborhood Commission 2F, filed timely opposition.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 10, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.




Logan Circle Spectrum, LLC  
t/a VIBE  
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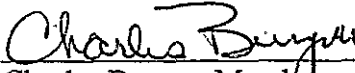
Accordingly, it is this 13<sup>th</sup> day of November 2002, **ORDERED** that:

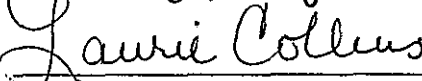
1. The opposition of Helen Kramer, Chair, on behalf of the Advisory Neighborhood Commission 2F, is **WITHDRAWN**;
2. The application of Logan Circle Spectrum, LLC t/a VIBE for a retailer's class CT license (renewal) at 1435-B P Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

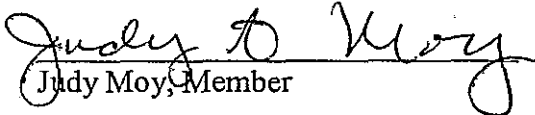
District of Columbia  
Alcoholic Beverage Control Board

  
Roderic L. Woodson, Esquire, Chair

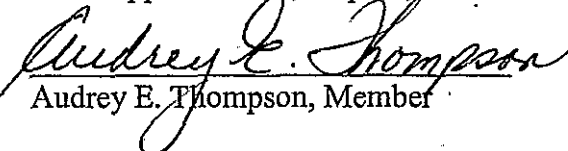
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Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

\_\_\_\_\_  
Ellen Opper-Weiner, Esquire, Member

  
Audrey E. Thompson, Member